

22, 23, 24, 28, 29, 32A, 32B, 33, 34, 38, 39, 40, 56, 59, and 60. The remaining fourteen (14) issues may take more time resolve [i.e. Issues 1, 6, 7, 13, 25B, 27, 37, 46, 47, 49, 53, 56, 57 (arbitrated part) and 65]. Supra also notes that to resolve Issues 7, 13, 25B, 26 and 53, the parties need to agree upon the form and content of numerous call flow diagrams which have not yet been done to date. Moreover, resolution of these five (5) issues also require some modifications to Attachments 2 and 3, to reflect the parties' prior agreements (including agreements regarding LATA-wide local calling). On the last day the parties were negotiating (i.e. July 12, 2002), BellSouth was proposing the deletion of certain language in order to fix conflicts in Attachments 2 and 3. However, BellSouth's last minute "quick fix" would not have solved the problems inherent in BellSouth's proposed implementation of these Attachments. The parties need to spend further time to insure that these two Attachments properly incorporate and reflect the parties' prior agreements; which they currently do not. Lastly, Supra notes that on some issues, BellSouth has cleverly drafted wording which allows BellSouth to literally thumb its nose at this Commission's prior rulings. One such issue is Issue 49, in which BellSouth has specifically advised Supra that it will refuse to continue providing xDSL service over the same UNE line which Supra will provide voice service. In order to play games with this Commission's rulings, BellSouth refuses to incorporate language which will require it to continue providing xDSL service over the same UNE line, rather BellSouth wants only vague language from which it intends to argue that the customer must purchase a new line in order to continue receiving xDSL service. This is not what this Commission ordered. Another example of this gamesmanship is BellSouth "back-door" attempt to limit damages by insisting that all disputes can only be brought before the FPSC. Thus BellSouth is twisting Issue 1 in order to violate this Commission's ruling on Issue 65. Supra notes that the attached Composite Exhibit "1" references other issues in which BellSouth seeks to play similar games in order to circumvent prior Commission rulings. Supra refers this Commission to Composite Exhibit "1" for

further details.

Supra would also like to clarify that many of the issues referenced in Composite Exhibit "1", state that the issues are tentatively not in dispute. The reason for this statement is that during the parties' negotiations, BellSouth had agreed to make certain changes to its proposed follow-on agreement. When BellSouth filed its Unilateral Interconnection Agreement, it refused to send Supra an electronic version of the agreement which would allow Supra to electronically compare all changes to the document. The need to electronically compare these documents cannot be understated since the Unilateral Interconnection Agreement must be close to one thousand pages in length. No person can reasonably make manual comparisons of the documents within the short time frame allowed for a response to BellSouth's Emergency Motion. Despite having requested an electronic copy for comparison as early as Friday, July 12, BellSouth played games and deliberately dragged its feet before finally providing Supra an electronic copy at nearly the close of business on Thursday, July 18th. Composite Exhibit "2" (Exhibit Pages E23-E28) sets forth numerous e-mail requests by Supra for an electronic version of the Unilateral Interconnection Agreement, and BellSouth's delay tactics in refusing to provide a copy within any reasonable period of time. By Thursday afternoon, it became clear that Supra would not have enough time to thoroughly compare documents, and thus Supra had to rely upon its notes on the parties' recent negotiations. Thus many of Supra's notes assume that where there is tentatively no dispute, BellSouth has made the agreed upon changes to the document.

Supra notes that it attempted to negotiate with BellSouth in good faith over the follow-on agreement; and that it voluntarily sought to begin this process just after this Commission voted on June 11, 2002 to adopt the Staff recommendation on Supra's motion for reconsideration. In this regard, on June 12, 2002, David Nilson of Supra wrote Greg Follensbee of BellSouth seeking to begin negotiations towards the final language to be included in the follow-on agreement. The

request was made in good faith in order to negotiate the final language, with Supra preserving all rights in connection with any administrative and/or appellate remedies. A true and correct copy David Nilson's June 12, 2002 letter to Greg Follensbee is attached hereto as Exhibit 3 (Exhibit Page E29). On June 13, 2002, BellSouth sent to Supra for the first time, an e-mail version of BellSouth's latest proposed interconnection agreement. This fact has been memorialized in Exhibit 4 (Exhibit Page E30), which is an e-mail exchange between David Nilson and Greg Follensbee.

On June 18, 2002, Greg Follensbee of BellSouth sent a second amended version of BellSouth's proposed interconnection agreement, which is reflected in Exhibit 5 (Exhibit Page E31). Follensbee writes in his e-mail to David Nilson, that in preparing a cross-reference for the proposed agreement, that he discovered numerous errors in the prior document which did not reflect agreements made by the parties prior to the evidentiary hearing (in September 2001). On July 1, 2002, this Commission entered a final order on Supra's Motion For Reconsideration (Order No. PSC-02-0878-FOF-TP). Order No. PSC-02-0878-FOF-TP required the parties to submit a jointly executed interconnection agreement within fourteen (14) days of that order.

Beginning on June 17, 2002 and continuing through to the present, the parties met via telephone on numerous occasions in order to negotiate and resolve final language to be used in the follow-on agreement. In this regard, the parties had telephone conferences on at least the following dates: June 17th, June 24th, June 28th, July 1st, July 3rd, July 5th, July 8th, July 10th, July 11th and July 12th. During this time period, the parties have engaged in at least ten telephone conferences to discuss the parties numerous issues relating to the follow-on agreement, including procedures for reviewing and amending the same and substantive issues. During this time period, the parties discussed between eighty percent (80%) and ninety percent (90%) of the issues originally brought in this docket. Attached hereto as Composite Exhibits 6 through 15 (Exhibit Pages E32-E60) are various e-mails which reflect these meetings and discussions. During the parties discussions and

negotiations, the parties agreed to various changes to numerous portions of the proposed follow-on agreement. However, the parties also had substantive disputes regarding quite a number of issues. The current status of the parties' negotiations are reflected in Composite Exhibit "1" (Exhibit Pages E1-E22) as previously discussed.

III. MEMORANDUM OF LAW

The Unilateral Interconnection Agreement filed by BellSouth on July 15, 2002 does not fully incorporate the parties' voluntary negotiations on issues not decided by the Commission. Likewise, the Unilateral Interconnection Agreement also fails to adequately incorporate many of the issues resolved by this Commission. In Order No. PSC-97-0550-FOF-TP (In re: Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for arbitration with GTE Florida concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996; Docket No. 96-1173-TP), this Commission stated that: "[t]he process of approving a jointly filed agreement by the Commission consists of approving language that was agreed to by the parties, discarding the non-arbitrated language that was not agreed upon, and determining the appropriate contract language for those sections that were arbitrated, yet still in dispute." See Order No. PSC-97-0550-FOF-TP at pages 12-13. Thus it is clear that any final agreement must not only accurately reflect the Commission's rulings, but also the prior agreements of the parties. Furthermore, 47 U.S.C. § 252(b)(4) states in pertinent part, that in an arbitration, the State Commission should limit its consideration to those issues brought to the Commission for arbitration. Thus to the extent the parties have disputes over how to implement agreed issues, this Commission cannot simply grant BellSouth the relief requested (i.e. shoving a non-conforming agreement down Supra's throat). It should also be noted that this Commission's Order of July 1, 2002 (Order No. PSC-02-0878-FOF-TP) required the parties to file a jointly executed Interconnection Agreement. However nothing in that Order requires Supra to sign an

Interconnection Agreement which BellSouth refuses to conform to the parties' prior agreements and this Commission's prior rulings. Since it takes two parties working together in good faith, BellSouth's bad faith tactics in attempting to hijack the negotiation process should not be rewarded by this Commission.

With respect to striking BellSouth's Unilateral Interconnection Agreement, Florida Statute § 120.569(2)(e) states in pertinent part as follows:

"All pleadings, motions, or other papers filed in the proceeding must be signed by the party, the party's attorney, or the party's qualified representative. The signature constitutes a certificate that the person has read the pleading, motion, or other paper and that, based upon reasonable inquiry, it is not interposed for any improper purposes, such as to harass or to cause delay, or for frivolous purpose or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the presiding officer shall impose upon the person who signed it, the represented party, or both, an appropriate sanction . . ."

Furthermore, Fla.Stat. § 120.569(2)(g) states that irrelevant, immaterial, or duly repetitious matters shall be excluded. Thus it is clear that Fla.Stat. § 120.569 contemplates the striking of a motion, filing or material which is either: (a) interposed for any improper purpose, such as to harass or to cause delay, or for frivolous purposes or to needlessly increase the cost of litigation; or (b) is irrelevant, immaterial or duly repetitious.

Additionally, Florida Rules of Judicial Administration, Rule 2.060(c) states in pertinent part as follows:

"The signature of an attorney (on any pleading or other paper filed) shall constitute a certificate by the attorney that the attorney has read the pleading or other paper; that to the best of the attorney's knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If a pleading is not signed or is signed with intent to defeat the purpose of this rule, it may be stricken and the action may proceed as though the pleading or

other paper had not been served."

Thus under Rule 2.060, Fla.R.Jud.Adm., it is proper to strike any paper filed by an attorney for which there is no good ground to support the filing or which is interposed for delay.

Given the above, it is clear that a proper sanction for an inappropriate filing is the striking of that filing from the record. In Picchi v. Barnett Bank of South Florida, N.A., 521 So.2d 1090, 1091 (Fla. 1988), the Florida Supreme Court held that a paper filed by an attorney which was not authorized by the rules of procedure or caselaw, was subject to being stricken. Likewise, the Court in Hicks v. Hicks, 715 So.2d 304, 305 (Fla. 5th DCA 1998), held that a motion filed by an attorney which violated Rule 2.060, Fla.R.Jud.Adm., was voidable and subject to be stricken.

With respect to this Commission, in Order No. PSC-98-1467-FOF-TP (In re: Complaint of Supra Telecommunications & Information Systems against BellSouth Telecommunications, Inc. for violation of the Telecommunications Act of 1996; petition for resolution of disputes as to implementation and interpretation of interconnection, resale and collocation agreements; and petition for emergency relief; Docket No. 98-0119-TP), this Commission ruled that a "Motion to Dismiss BellSouth's Motion for Reconsideration and Clarification of Order No. PSC-98-1001-FOF-TP for Misconduct" ("Motion to Dismiss Reconsideration") was a pleading subject to being stricken. In its motion to strike, BellSouth argued that Supra's Motion to Dismiss Reconsideration was a pleading subject to being stricken under Fla.R.Civ.P. 1.140 as containing scandalous matters, and under Fla.R.Civ.P. 1.150 as being false and a sham. In granting BellSouth's motion and striking Supra's Motion to Dismiss Reconsideration, this Commission held that Supra's motion was in-fact a pleading subject to being stricken. See Order No. PSC-98-1467-FOF-TP at pages 6-10. Florida Rule of Civil Procedure 1.140(f) authorizes the striking from the record of any redundant, immaterial, impertinent or scandalous matter from any pleading, at any time. Likewise, Fla.R.Civ.P. 1.150(a) authorizes the striking of any pleading (or part thereof), which is a sham.

Thus under this Commission's ruling in Order No. PSC-98-1467-FOF-TP, a motion or other filing may be stricken under either Fla.R.Civ.P. 1.140 or Fla.R.Civ.P. 1.150; and more particularly, if the filing contains redundant, immaterial, impertinent or scandalous matters, or is a sham filing.

Apart from the rules of procedure and administration, motions to strike have also been granted by this Commission and the Courts for other various reasons. For example, in Order No. 21710 (89-8 FPSC 270) (In re: Objection to notice by Hudson Utilities, Inc. of intent to transfer Certificate 104-S in Pasco County to Robert Bammann and Judith Bammann; Docket No. 89-0662-SU), this Commission granted a motion to strike various objections on the grounds that said objects were "irrelevant and immaterial". Likewise, in Order No. PSC-98-1254-FOF-GU (In re: Complaint of Mother's Kitchen Ltd. against Florida Public Utilities Company regarding refusal or discontinuance of service; Docket No. 97-0365-GU), this Commission struck various responses to motions as being untimely and thus not allowed under the applicable rules. Since the late-filed motions were not authorized under the applicable rules, it was proper to grant the motions to strike. Again in Order No. PSC-99-0186-FOF-GU (In re: Complaint of Mother's Kitchen Ltd. against Florida Public Utilities Company regarding refusal or discontinuance of service; Docket No. 97-0365-GU), this Commission struck various exhibits attached to a motion for reconsideration, which had not previously been made part of the record. Since the filing of such exhibits was not authorized, the Commission granted the motion to strike. Likewise, the Courts in overseeing administrative agencies have upheld similar motions to strike. For example, in Plante v. Department of Business and Professional Regulation, 716 So.2d 790, 792 (Fla. 4th DCA 1998), the appellate court affirmed an agency ruling which struck evidence that had not previously been submitted during the evidentiary hearing. Finally, in Ropes v. Stewart, 45 So. 31 (Fla. 1907), the Florida Supreme Court upheld the striking of a declaration which the lower court found to be scandalous. Thus it appears that even in the absence of any specific rules or statutes, Courts have

the inherent power to strike improper and/or unauthorized filings.

Based upon the above, it is clear that this Commission has the power to strike any material or filing from the record which is either: (a) not authorized by the rules; (b) is redundant, impertinent, irrelevant, immaterial and/or scandalous; (c) which is a sham; (d) which is interposed for any improper purpose, such as to harass or to cause delay, or for frivolous purposes, or which needlessly increase the cost of litigation; and (e) for which there is no good ground to support the filing. Given the above, it is proper to strike BellSouth's July 15, 2002 Unilateral Interconnection Agreement.

Additionally, BellSouth's Emergency Motion is simply a bad faith attempt to preclude a fair follow-on agreement from being negotiated and entered into by the parties. BellSouth should not be allowed to game the system in this manner. Apart from this Commission lacking any authority to grant the relief requested by BellSouth, Supra has in fact acted in good faith. It is BellSouth who has not acted in good faith. In this regard, Supra is ready, willing and able to continue in good faith negotiations over the follow-on agreement. Supra is even willing to participate in FPSC assisted mediation. However, BellSouth has stated that it refuses to negotiate any further and simply wants this Commission to show favoritism by forcing an agreement upon Supra which does not wholly and accurately reflect the parties' prior agreements or this Commission's prior rulings. Accordingly, BellSouth's Emergency Motion should be denied in its entirety. Alternatively, if this Commission even gives any consideration to BellSouth Emergency Motion, then Supra requests the opportunity to demonstrate its good faith throughout this process via an evidentiary hearing.

WHEREFORE SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., respectfully requests that this Commission deny BELLSOUTH TELECOMMUNICATIONS, INC.'s July 15, 2002 Emergency Motion For Expedited Commission Action and strike BellSouth's unilaterally drafted and filed Interconnection Agreement between BellSouth and Supra which was

also filed on July 15, 2002.

Respectfully submitted, this 22nd day of July, 2002.

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LISTING OF ISSUES, DISPOSITION, STATUS AND DISPUTES

Issue A

Issue A: Has BellSouth or Supra violated the requirement in Commission Order PSC-01-1180-POF-TI to negotiate in good faith pursuant to Section 252(b)(5) of the Act? If so, should BellSouth or Supra be fined \$25,000 for each violation of Commission Order PSC-01-1180-POF-TI, for each day of the period May 29, 2001 through June 6, 2001?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue B

Issue B: Which agreement should be used as the base agreement into which the commission's decision on the disputed issues will be incorporated?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 1

Issue 1: What are the appropriate fora for the submission of disputes under the new agreement?

Disposition: FPSC determination.

Status: Dispute over BellSouth's proposed implementation of this issue. BellSouth seeks to alter its template to encompass issues never brought before the Commission for arbitration. In this regard, BellSouth has altered its template in a manner which purports to limit the fora of where disputes may be submitted. In particular, BellSouth's proposed implementation seeks to prohibit Supra from bringing disputes before either the FCC or any court of competent jurisdiction. Since damages can be awarded by both the FCC and the courts, but not by the FPSC, BellSouth's proposed implementation is not only unconstitutional, but also directly contradicts the FPSC's ruling on Issue 65 (below).

Disputed: Yes.

Issue 2

Issue 2: What is the scope of the ability to use the other party's confidential information that is obtained pursuant to this interconnection agreement?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Listing Of Issues, Disposition, Status and Dispute

Issue 3

Issue 3: What is the appropriate amount of general liability insurance coverage for the Parties to maintain under the Interconnection Agreement?
Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 4

Issue 4: Should the Interconnection Agreement contain language to the effect that it will not be filed with the Florida Public Service Commission for approval prior to an ALEC obtaining ALEC certification from the Florida Public Service Commission?
Disposition: FPSC determination.
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 5

Issue 5: Should BellSouth be required to provide to Supra a download of all of BellSouth's Customer Service Records ("CSR")?
Disposition: FPSC determination.
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 6

Issue 6: Should BellSouth be required to provide to Supra a download of BellSouth's Regional Street Address Guide ("RSAG") Database?
Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).
Status: The parties agreed to withdraw this issue based upon the representations by BellSouth that it would provide Supra with RSAG, with the only dispute being under what terms as set forth in Issue 57. Since Issue 57 raised the issue as to whether or not a licensing agreement was required, final resolution of this issue was dependent upon a FPSC determination of Issue 57. However, BellSouth's proposed language incorporates contradictory language into the template. Contrary to the parties' prior agreement, BellSouth's proposed language allows BellSouth to refuse to provide downloads of RSAG (even with a licensing agreement). Thus a dispute exists over BellSouth's proposed implementation of this issue.
Disputed: Yes.

Issue 7

Issue 7: Which End User Line Charges, if any, should Supra be required to pay BellSouth?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Listing Of Issues, Disposition, Status and Dispute

Status: During recent negotiations, BellSouth agreed to make certain language changes requested by Supra which applied strictly to the issue of End User Line Charges. However, as part of the parties' agreement, certain agreed language on End User Line Charges also dealt with related issues of compensation, which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). This other agreed language dealt partially with (and was related to) agreed language proposed for Issues 13, 25B, 26, 27 and 53. Thus the language agreed upon not only addressed End User Line Charges, but also compensation and numerous matters which were to be found in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language into appropriate places within the contract, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachments 2 (Unbundled Network Elements) and 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the agreed language for this issue, the parties are currently disputing this issue.

Disputed: Yes.

Issue 8

Issue 8: This issue appears to have been identical to issue 7 since joint references have been made to Issues 7 and 8.

Disposition: This issue was dropped as a separate issue.

Status: Not Applicable.

Disputed: Not Applicable.

Issue 9

Issue 9: What should be the definition of ALEC?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 10

Issue 10: Should the rate for a loop be reduced when the loop utilizes Digitally Added Main Line (DAML) equipment?

Disposition: FPSC determination.

Status: During recent negotiations, BellSouth agreed to include some clarifying language

Listing Of Issues, Disposition, Status and Disputed

about obtaining Supra's consent in writing before using DAML equipment on existing lines. However, Supra also requested clarifying language on current UNE lines having DAML equipment, together with notification of certain resale lines where the old technology is to be used. BellSouth has refused to include this other clarifying language requested by Supra. Nevertheless, Supra believes that further negotiations may resolve any disputes over this issue.

Disputed: Tentatively - Yes.

Issue 11A

Issue 11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language as to whether or not a dispute may be considered valid after filing a complaint before the appropriate regulatory, arbitral or judicial forum. Thus raising the issue of how a charge is deemed disputed or undisputed. BellSouth refused to consider the clarify language, and thus the parties currently dispute BellSouth's proposed implementation of this issue. Nevertheless, upon further negotiation, Supra may consider withdrawing this position if other agreements can be reached with BellSouth.

Disputed: Tentatively - Yes.

Issue 11B

Issue 11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language as to whether or not a dispute may be considered valid after filing a complaint before the appropriate regulatory, arbitral or judicial forum. Thus raising the issue of how a charge is deemed disputed or undisputed. However, since the clarifying language requested probably concerns Issue 11A (above) more than this issue, Supra concedes that perhaps the parties' dispute should be addressed under Issue 11A (above).

Disputed: Tentatively - No.

Issue 12

Issue 12: Should BellSouth be required to provide transport to Supra if that transport crosses LATA boundaries?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 13

Issue 13: What should be the appropriate definition of local traffic for purposes of the parties'

List of Issues, Disposition, Status and Dispute

Disposition: reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?
Status: Agreement prior to evidentiary hearing (subject to implementation).
Disputed: In the fall of 2001, the parties had reached tentative agreements about the definition of local traffic, but did not agree at that time as to how such language was to be incorporated into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing their agreements, required not only inserting the agreed language into appropriate locations in the contract, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachments 2 (Unbundled Network Elements) and 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Issue 14

Issue 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNEs to provide Local Service for the termination of Local Traffic to Supra's End Users? If so, for which UNEs should reciprocal compensation be paid?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: The parties had agreed to address this issue as part of their agreed language in Issue 25B. Thus implementation of this issue is contingent upon the status of issue 25B, which is currently in dispute.
Disputed: See Issue 25B, below.

Issue 15

Issue 15: What Performance Measurements should be included in the Interconnection Agreement?
Disposition: FPSC determination.
Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.
Disputed: Tentatively - No.

Issue 16

Issue 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the interconnection agreement?
Disposition: FPSC determination.
Status: No dispute over BellSouth's proposed implementation of this issue.

Listing Of Issues, Disposition, Status and Disputed

Disputed: No.

Issue 17

Issue 17: Should supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 18 [Arbitrated Portions - 18(B), 18(C), 18(E), 18(F), 18(G)]

Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement? (B) Network Elements; (C) Interconnection; (E) LPN/INP; (F) Billing Records; (G) Other?

Disposition: FPSC determination.

Status: The FPSC ordered that those rates established in FPSC Docket Nos. 990649-TP and 000649-TP be used, in conjunction with BellSouth's tariffed rates where no specific rate was otherwise provided in those dockets. The FPSC also stated that Supra be allowed to opt into "any portion of an[other] agreement that may offer it more favorable rates". Finally, the attachments proposed by BellSouth which contain the rates, are generic attachments which contain notations and other language which conflicts with agreements made between the parties on other issues, such as Issues 26 and 51. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 18 [Agreed Portions - 18(A) & 18(D)]

Issue 18: What are the appropriate rates for the following services, items or elements set forth in the proposed interconnection agreement? (A) Resale; (D) Collocation.

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: With respect to 18(A) (Resale), BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of issue 18(A). With respect to issue 18(D), the parties agreed to use the Collocation rate sheet provided on September 24, 2001, subject to true-up upon resolution of the consolidated generic collocation dockets (i.e. FPSC Docket Nos. 98-1834 and 99-0321). BellSouth's proposed implementation does not clearly reflect this agreement. However, Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Listing Of Issues, Dispositions, Status and Disputed

Issue 19

Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

Disposition: FPSC determination.

Status: The FPSC concluded that it lacked jurisdiction to address the issue of whether calls to ISPs should be treated as local traffic for purposes of reciprocal compensation. Yet BellSouth's proposal includes language which Supra is not yet able to agree with. Nevertheless, further negotiations might lead to some mutually acceptable language. Accordingly, for now, this issue is disputed.

Disputed: Tentatively - Yes.

Issue 20

Issue 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra to assure the accuracy and reliability of the performance data BellSouth provides to Supra?

Disposition: FPSC determination.

Status: As noted by the FPSC, this issue is inter-related to Issue 15. During recent negotiations, BellSouth agreed to make certain language changes in reference to Issue 15. Assuming BellSouth made the requested language changes to Issue 15, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Issue 21

Issue 21: What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 22

Issue 22: Under what conditions, if any, may BellSouth charge Supra a "non-recurring charge" for combining network elements on behalf of Supra?

Disposition: FPSC determination.

Listing Of Issues, Disposition, Status and Disputed

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 23

Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? If so, what charges, if any, should apply?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 24

Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 25A

Issue 25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?
Disposition: Agreement prior to evidentiary hearing.
Status: The parties had agreed to withdraw this issue from consideration by the FPSC with no added language.
Disputed: No.

Issue 25B

Issue 25B: Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switch access charges and inter/intraLATA services?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 26, 27 and 53. In addition, the parties had agreed to address Issue 14 in the language agreed upon in this issue. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 26, 27 and 53, which all were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Disputed: Yes.

Issue 26

Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute

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over BellSouth's proposed implementation of this issue. However, it should be noted that a good portion of the language agreed upon has been placed by BellSouth in Attachment 2 (Unbundled Network Elements) and that this Attachment needs to be revised in accordance with agreements made between the parties on other issues.

Disputed: Tentatively - No.

Issue 27

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements), which conceptually dealt with inter-carrier compensation under a wide variety of calling circumstances. This new Exhibit "B" to Attachment 2, was also to have relevance when service was to be provided using a combination of Local Interconnection and Unbundled Network Elements. The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 25B, 26 and 53. In addition, the parties had agreed to address Issue 14 in the language agreed upon for Issue 25B. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 25B, 26 and 53, which all were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Disputed: Yes.

Issue 28

Issue 28: What terms and conditions and what separate rates, if any, should apply for Supra to gain access to and use BellSouth's facilities to serve multi-tenant environments?

Disposition: FPSC determination.

Status: This Commission noted that if a single point of interconnection ("SPOI") access

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terminal is install on behalf of an ALEC, that it would be inappropriate for BellSouth to allow other ALECs access to that terminal without first obtaining permission from the ALEC who initially requested (and paid for) that terminal. Notwithstanding this language, BellSouth's proposed implementation states that "[t]he SPOI [installed on behalf of Supra] should be suitable for use by multiple carriers." BellSouth's proposed language does not give Supra control over the SPOI as required by the FPSC's determination. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 29

Issue 29: Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language that nothing prevents Supra from provisioning the fourth or more lines via resale. BellSouth agreed to make this change. Supra also requested clarifying language that Supra could also adopt the market rates offered to any other ALEC under a valid and approved interconnection agreement without the necessity of an amendment. BellSouth refused to agree to this clarifying language. Supra notes that with respect to Issue 18 (regarding all rates), the FPSC stated that Supra should be allowed to opt into "any portion of an[other] agreement that may offer it more favorable rates". Supra simply seeks to incorporate this right somehow into this issue. Supra is willing to discuss this matter further with BellSouth, and after further negotiation, perhaps narrow or even withdraw this clarifying request.

Disputed: Tentatively - Yes.

Issue 30

Issue 30: Should BellSouth preclude Supra Telecom from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing Supra Telecom customer with 1-3 lines increases its lines to 4 or more?

Disposition: Agreement during Inter-Company Review Board Meetings -and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issue 29, above.

Disputed: Not Applicable.

Issue 31

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a

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single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Issue 32A

Issue 32A: Under what criteria may Supra charge the tandem switching rate?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation seeks to eliminate more usage fees than simply the tandem switching fee as used in 47 C.F.R. § 51.711 and the FPSC's determination. Supra believes that further negotiations might be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation. In any event, as set forth previously, the parties need to revise attachment 3 (Local Interconnection) in order to accurately incorporate issues already previously agreed upon.

Disputed: Tentatively - Yes.

Issue 32B

Issue 32B: Based on Supra's network configuration as of January 31, 2001, has Supra met these criteria?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation seeks to eliminate more usage fees than simply the tandem switching fee as used in 47 C.F.R. § 51.711 and the FPSC determination. Supra believes that further negotiations might be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation. In any event, as set forth previously, the parties need to revise Attachment 3 (Local Interconnection) in order to accurately incorporate issues already previously agreed upon.

Disputed: Tentatively - Yes.

Issue 33

Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation has some limiting and otherwise discretionary language which Supra would like to see changed; including that when Supra requests loops served by any type of digital loop carrier, that Supra shall first have the option of moving its end-user to a loop suitable for xDSL service. Supra is

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willing to discuss this matter further with BellSouth, and after further negotiation, perhaps narrow this clarifying request.

Disputed: Tentatively - Yes.

Issue 34

Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra?

Disposition: FPSC determination.

Status: The FPSC order gave Supra the right to chose between the cut-over process proposed by BellSouth, or the cut-over process provided for in the interconnection agreement arbitrated between BellSouth and AT&T, as approved by Order No. PSC 01-2357-POF-TP in Docket No. 000731-TP. BellSouth proposal did not give Supra this choice. Moreover, the FPSC order also stated that BellSouth shall not employ any process using a disconnect order and new connect order when provisioning UNE-P conversions of existing resale service. BellSouth's proposed language does not include such prohibitions. Supra believes that further negotiations may be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 35

Issue 35: Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: No.

Issue 36

Issue 36: For what recurring and non-recurring items may BellSouth charge Supra Telecom for collocation and under what terms and conditions?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: This issue was withdraw by the parties as being redundant of Issue 18(D), above.

Disputed: Not Applicable.

Issue 37

Issue 37: What rate should be applied to the provision of DC power to Supra Telecom's collocation space?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

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Status: This issue was resolved when BellSouth's represented that in at least one other state in its region, BellSouth was being required to install electrical meters and charge only a metered rate for electricity (i.e. actual power consumed by Supra). BellSouth was to incorporate language reflecting this change in the proposed agreement, but failed to do so. Supra notes that the proposed agreement still reflects power charged based upon the circuit breaker capacity, a disputed method which always produces overcharges.

Disputed: Yes.

Issue 38

Issue 38: Is BellSouth required to provide Supra with nondiscriminatory access to the same databases BellSouth uses to provision its customers?

Disposition: FPSC determination.

Status: The FPSC stated that BellSouth did not have to provide nondiscriminatory access to the same databases which BellSouth uses to provision services for BellSouth end-users. The BellSouth template filed at the beginning of this arbitration did not provide for such access. Therefore no new language was needed. Nevertheless, BellSouth included some vague new language on this issue which is overly broad (i.e. "In no case will direct access to BellSouth's OSS be required"). This vague and overly broad language is not necessary and can only lead to disputes. Accordingly, at this time, Supra cannot agree with BellSouth's proposed implementation. Nevertheless, Supra believes that further negotiations may be able to resolve this problem with BellSouth's proposed implementation.

Disputed: Tentatively - Yes.

Issue 39

Issue 39: Should BellSouth provide Supra Telecom access to EDI interfaces which have already been created as a result of BellSouth working with other ALECs?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to resolve this issue by BellSouth giving Supra access to the EDI interfaces being used by MCI; i.e. "CAFE" and "EDI". "CAFE" is an EDI interface between MCI and BellSouth being used to handle access orders, while "EDI" is an EDI interface being used between MCI and BellSouth to deal with pre-ordering issues. Although BellSouth has provide Supra some of the documentation needed to access these interface(s), BellSouth failed to include these interfaces in the proposed follow-on agreement. Since this may have simply been an oversight on BellSouth's part, Supra believes that further negotiation may resolve this issue.

Disputed: Tentatively - Yes.

Issue 40

Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E") and Inter-Switch

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Voice Messaging Service ("TVMS"), and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation only quotes a portion of the FPSC's order and in a manner that appears unworkable. Although the FPSC repeatedly referred to links, BellSouth did not incorporate the concept of links within its proposed implementation. Alternatively, other possible clarification may eliminate the need to reference "links." Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: Tentatively - Yes.

Issue 41

Issue 41: Should BellSouth be required to provide Supra Telecom the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Issue 42

Issue 42: What is the proper time frame for either party to render bills?

Disposition: FPSC determination.

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: Tentatively - No.

Issue 43

Issue 43: What should be the charge allowed for OSS ordering and provisioning as compared to the prior interconnection agreement?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issues 18(A) and 18(B), above.

Disputed: Not Applicable.

Issue 44

Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

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Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 45

Issue 45: Should BellSouth be required to post on its web-site all BellSouth Interconnection Agreements with third parties? If so, when?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 46

Issue 46: Is BellSouth required to provide Supra the capability to submit orders electronically for all wholesale services and elements?
Disposition: FPSC determination.
Status: The FPSC ruled that BellSouth must provide ALECs electronic ordering capability to the same extent that BellSouth provides that capability to itself. BellSouth's proposed language does not implement this ruling and allows BellSouth to refuse to provide electronic ordering capability where it has failed to develop such a capability for ALECs. This is discriminatory and does not comply with the FPSC's determination. Thus a dispute exists on this issue.
Disputed: Yes.

Issue 47

Issue 47: When, if at all, should there be manual intervention on electronically submitted orders?
Disposition: FPSC determination.
Status: BellSouth's proposed implementation does not reflect the FPSC determination which stated in pertinent part as follows: "BellSouth shall be permitted to manually process those orders [of Supra] that would be processed similarly for [BellSouth] retail orders." BellSouth's proposed language attempts to water down this parity requirement by using different language. Thus a dispute exists on this issue.
Disputed: Yes.

Issue 48

Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 49